

MORRIS WILLIAMS REALTY FLORIDA COMPREHENSIVE DISCLOSURE

(This is to be signed ONLY by the buyer, seller or both
being represented by Morris Williams Realty)



Buyer(s) _____

and Seller(s) _____

of Property located at: _____

acknowledge receipt of and agreement to the following conditions and disclosures before signing any Contract for Sale and Purchase: **Condition of Property** – Morris Williams Corporation dba Morris Williams Realty (hereinafter “MWR”) and its licensees and/or affiliates do not render a professional opinion as to any condition of the Property being purchased. MWR and its licensees and/or affiliates **recommend to the Buyer(s), in accordance with the Contract for Sale and Purchase, that an inspection of Property be completed by a professional home inspector.** The home inspector / home inspection company will be selected by the Buyer(s). Failure to make such home inspection shall be the sole responsibility of the Buyer(s).

Property Information – Buyer agrees to rely solely on Seller, professional inspectors, and governmental agencies for verification of any information pertaining to any or all of the following: age, condition, room sizes, legal description, property dimensions, property tax specifications, environmental conditions, and all other information regarding the Property. If such information is incorrect, Buyer(s) shall hold MWR and its licensees and/or affiliates harmless and free of any liability and responsibility.

Tax Liabilities – MWR and its licensees and/or affiliates do not render a professional opinion or advice regarding Municipal, State, or Federal Tax liabilities or benefits. Seller(s) and Buyer(s) are hereby advised to seek expert professional advice regarding any Municipal, State, or Federal Tax liabilities or benefits which may result from this transaction, and that neither party has relied upon any statement provided by MWR, its licensees and/or affiliates.

Home Warranty – Buyer(s), and Seller(s), hereby acknowledge having been advised of the advantages of purchasing/acquiring a home warranty.

Termites (Wood Destroying Organisms) – MWR and its licensees and/or affiliates ARE NOT, and DO NOT claim to be, experts concerning termites or other wood destroying organisms or their presence upon/in any building, structure or portion of any property. Therefore, MWR and its licensees and/or affiliates make no representation or warranty concerning this condition. Since these organisms can cause damage to a structure/property, MWR recommends that the Buyer(s) obtain and review a termite (WDO) inspection of the property. The termite (WDO) inspection company will be selected / approved by the Buyer(s).

Megan's Law – Megan's Law is designed to protect the public by notifying communities when a convicted sex offender moves into an area. Information including photos, identities, and addresses is available from the Local Department of Law Enforcement on the Internet. Buyer(s) are hereby advised to contact the Local Department of Law Enforcement for further information.

School Zoning – Buyer(s) are hereby advised to contact the County School Board office for information regarding school zoning and potential changes to such zoning. Buyer(s) acknowledges that Buyer(s) has not relied upon any statement provided by MWR, nor its licensees and/or affiliates.

Property Tax Disclosure Summary – Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's office for information.

Buyer Initials _____

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Seller Initials _____

Lead Based Paint – Every purchaser of any interest in residential real property of which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. Buyer has the right to conduct an assessment and/or inspection for the presence of lead-based paint.

Mold – Mold is found both indoors and outdoors and is part of the natural environment. When accumulated in sufficient quantities mold may present health risks to susceptible persons and/or may cause property damage. For more information, Buyer(s) is advised to contact the County indoor air quality specialist or other appropriate specialist. For a mold inspection Buyer(s) is advised to contact a professional trained in this field.

Administrative Processing – American Compliance & Transaction Processing will collect a \$250.00 Administrative Processing Fee from Buyer(s) and/or the Seller(s) at closing from the party(ies) MWR is representing.

Listing Agreement - Seller(s), hereby allow Morris Williams Corporation dba Morris Williams Realty (hereinafter “MWR”) and its Agent(s) to make MLS status changes with Seller(s) electronic or written permission, whichever comes first. This includes, but is not limited to: price changes; extensions; withdrawals; modification of terms and conditions; and any other changes. Seller(s) hereby grants authorization for MWR, when advertising/marketing Property, to use such words as: pre-foreclosure, short sale, etc., if such wording applies.

Seller(s) hereby requires that all buyer’s offers/counter-offers to purchase and/or lease Property be presented through MWR (listing office) Agent without the buyer’s agent being present during presentation of said offers/counter-offers.

SELLER(S) IS HEREBY ADVISED THAT FLORIDA LAW REQUIRES SELLER(S) TO FULLY DISCLOSE FACTS MATERIALLY AFFECTING THE VALUE OF THE PROPERTY.

Seller(s) is further advised that Seller(s) failure to complete a written disclosure form may be adverse to Seller(s) interests by potentially exposing Seller(s) to increased risk of liability, and may be detrimental to marketing of the property and contract negotiations.

SELLER IS HEREBY ADVISED TO CONTACT LENDERS FOR CURRENT INFORMATION ON MORTGAGE BALANCE AND ANY PRE-PAYMENT PENALTIES

Seller(s) providing accurate information on all Property mortgages to MWR is essential for creating effective pricing, marketing, and negotiation strategies to benefit Seller(s). MWR is required by Florida Law to hold all such mortgage information in strict confidence, and MWR may only significantly diminish and hamper MWR’s ability to assist Seller(s).

Seller(s) acknowledges and agrees that MWR may, at MWR’s sole discretion, terminate Listing Agreement for any reason whatsoever by providing written notice to Seller(s) via mail, facsimile, or electronic mail. Termination will become effective at 12:01 am Eastern Time one business day after delivery of said written notice. Immediately upon termination becoming effective all obligations, duties, responsibilities, and liabilities of MWR as described in, or arising from Listing Agreement shall cease and MWR shall have no obligations, duties, or responsibilities to represent Seller(s) or Seller(s) interests, except as may be required by Florida Statute. MWR acknowledges and agrees that upon MWR’s termination of Listing Agreement under this provision the **Seller(s) shall have no obligation nor liability for any commission payment** to MWR as described in or arising from Listing Agreement. At termination Seller(s) hold harmless and release MWR from all liability for loss or damage.

Affiliated Business Disclosure – To Buyer(s) and Seller(s) From MWR for Property as described above.

This is to give you notice that MWR has a business relationship with **American Compliance & Transaction Processing** which has a “0% interest” in the operating division known as Morris Williams Realty (MWR). Because of this relationship, this referral may provide MWR a financial or other benefit. Buyer(s) and Seller(s) hereby acknowledge having read this disclosure, and understand that MWR may receive a financial or other benefit as the result of a referral to **American Compliance & Transaction Processing**. *Per 12 USC 2602 “Definitions” (7) – 12 USC 2607 (c) (4) and 24 CFR Part 3500 Final Rule Appendix D do not apply.*

Buyer Initials _____

Seller Initials _____

Morris Williams Corporation dba Morris Williams Realty and its officers, directors, agents, and employees (hereinafter "MWR") advises Buyer(s) and Seller(s) to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice, tax advice, property condition, legal description and property survey, environmental condition, and other specialized advice. Buyer(s) acknowledges and agrees that all representations (oral, written, or otherwise) by MWR are based on Seller(s) representations or public record. Buyer(s) agrees to rely solely on Seller(s), professional inspectors, and governmental agencies for verification of the Property condition, Property square footage, and for any and all other matters that may materially affect Property value. Buyer(s) and Seller(s) hold harmless and release MWR from all liability for loss or damage based on Buyer's or Seller's misstatement or failure to perform contractual obligations; MWR's performance, at Buyer's or Seller's request, of any task beyond the scope of services regulated by Chapter 475 of Florida Statutes as amended, including MWR's referral, recommendation or retention of any vendor; products or services provided by any vendor; and expenses incurred by any vendor. Buyer(s) and Seller(s) each assume full responsibility for selecting and compensating their respective vendors. **This paragraph does not relieve MWR of any statutory obligations.** This paragraph will survive closing.

BUYER _____ Date _____

BUYER _____ Date _____

SELLER _____ Date _____

SELLER _____ Date _____

Buyer Initials _____

Seller Initials _____